

United States District Court
District of Massachusetts

RUGGERS, INC. d/b/a/ KOOGA NORTH)
AMERICA,)
Plaintiff,)
v.) Civil Action No.
) 09-30051-NMG
)
UNITED STATES OF AMERICA RUGBY)
FOOTBALL UNION, LTD. d/b/a USA)
RUGBY, CANTERBURY OF NEW)
ZEALAND-UNITED STATES, UNDER)
ARMOUR, INC., CROSSBAR ATHLETIC)
WEAR, RUGBY IMPORTS, LTD, XP)
APPAREL, LLC,)
Defendants.)
)

ORDER

GORTON, J.

With respect to the defendant's Motion in Limine to Preclude Evidence of Reliance Damages (Docket No. 110), the Court has reviewed and considered the opposing memoranda and oral arguments of counsel made during the hearing on March 14, 2012.

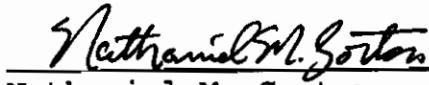
Accordingly, defendant's motion is **ALLOWED**, in part, and **DENIED**, in part. Plaintiff will be permitted to offer evidence of its so-called "reliance" damages insofar as they relate to the limited time period during which plaintiff allegedly did not receive the benefit of its bargained-for exclusive sales rights.

See Restatement (Second) of Contracts, § 349 & cmt. (a) (1981) (injured party may seek damages based on his reliance interest

"if he cannot prove his profit with reasonable certainty"); see also Brennan v. Carvel Corp., 929 F.2d 801, 811 (1st Cir. 1991) (upholding grant of reliance damages to franchisee where franchisor promised to select an appropriate store location but selected a location ill-suited to the business).

At the conclusion of the evidence, the Court will carefully consider a limiting instruction (or instructions) to the jury with respect to the appropriate calculation of plaintiff's alleged damages.

So ordered.



Nathaniel M. Gorton
United States District Judge

Dated March 15, 2012